



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY MANEUVER SUPPORT CENTER AND FORT LEONARD WOOD
320 MANSCEN LOOP STE 316
FORT LEONARD WOOD, MISSOURI 65473-8929

ATZT-CP

15 OCT 2001

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Command Policy # 22-01, Alternative Workplace Arrangements (Flexiplace)

1. On 11 Jul 1994, President Clinton adopted the National Performance Review's recommendation that a more family-friendly workplace be created by expanding opportunities for Federal workers to participate in Flexiplace, consistent with the mission of the Executive Branch to serve the public.
2. Flexiplace is a work arrangement in which agencies allow employees to work at home or at geographically convenient satellite offices for part of the work week.
3. The policy for the Flexiplace Program is as follows:
 - a. Participation in the program is voluntary. Approval authority is delegated to the Chief of Staff, brigade commanders and directors. The Deputy Commander for Administration of the MEDDAC and Executive Officer of the DENTAC have the authority within their respective organizations. This authority may not be further delegated.
 - b. All costs associated with the Flexiplace arrangement will be borne by the employing organization. This includes expenses involved with placing computers, loading software, long distance telephone charges and other expenses accrued in performance of duties of the Flexiplace employee.
 - c. Flexiplace participation is not an employee right. Management is responsible for deciding if a position is one that is appropriate for Flexiplace. There is no automatic right to continue to participate in the event of a change of supervisor.
 - d. Flexiplace is not appropriate for trainees or employees with performance or conduct problems. Rather, it is intended for employees with a proven record of performance who, in the judgement of the supervisor, can perform successfully in a Flexiplace arrangement. Flexiplace is not appropriate for supervisors.
 - e. A Flexiplace work arrangement will be developed for each participating employee. Supervisors will determine how often (which days/hours) the employee will be at the official duty station. The agreement may be terminated if the employee's performance declines or if organizational needs are not met. The agreement will specify that all products produced on private equipment will become the property of the U.S. Government.

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f. Flexiplace is not a substitute for child care. It can be approved on a case-by-case basis but will be disapproved when child care considerations are predominant.

g. The program may be used to accommodate disabled workers.

h. All pay, leave and travel entitlements will be based on the employee's official duty station. The employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station.

i. Employees must obtain supervisor approval before taking leave in accordance with established leave policies and negotiated agreements.

j. If the employee works overtime that has been ordered and approved in advance, compensation will be in accordance with applicable laws, regulations, local policies and negotiated agreements.

k. If the employee uses government equipment, employee will protect such equipment in accordance with procedures established in the DoD Joint Ethics Regulation and the Office of Government Ethics Regulation, 5 CFR, Sections 2635.101(b) and 2635.704. If employees provide their own equipment, they will be responsible for service and maintenance. Private equipment may be inspected in accordance with paragraph below.

4. Inspection of Home Work Site. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit inspection by the supervisor of the employee's home work site at periodic intervals during normal working hours to ensure proper maintenance of government-owned equipment and work site conformance with safety standards and other specifications in the workplace work agreement.

5. Government Not Responsible for Costs. The government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the Flexiplace Program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided by statute and implementing regulations.

6. Liability. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the government may be liable under claims arising under the Federal Tort Claims Act or the Military Personnel and Civilian Employees' Claims Act.

7. Federal Employee's Compensation Act (FECA). The employee is covered under FECA if injured in the course of actually performing official duties at the alternate duty station.

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8. Work Assignments/Meetings. The employee will meet with the supervisor to receive assignments and to review completed work as determined necessary by the supervisor.

9. Performance Evaluation. The employee's job performance will be evaluated on criteria/ milestones determined by his/her supervisor.

10. Current Performance Rating. The employee's most recent performance rating of record must be at least "Successful."

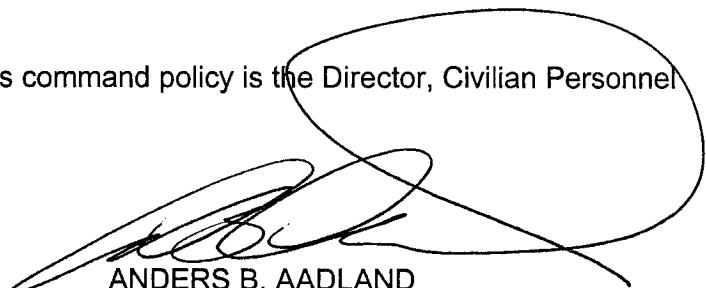
11. Safeguards and Privacy. The employee will apply safeguards to protect government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579 as amended, and Army Regulation 340-21, The Army Privacy Program.

12. Termination of Flexiplace Agreement. The employee may terminate participation in Flexiplace at any time. Management has the right to remove employees from Flexiplace if the employee's performance declines or if the employee's participation fails to meet the organization's needs. Employee will be given 7 days notice of decision to be removed from the program. This decision must be approved by the organization commander or director.

13. Penalties for Noncompliance. The employee agrees to limit performance of officially assigned duties to the official duty station or to agency approved alternate duty station. Failure to comply with this provision may result in loss of pay, removal from Flexiplace Program, and/or other appropriate disciplinary action.

14. SUPERSESSION. This policy supersedes the previous command policy, subject as above, dated 8 May 1998.

15. PROPONENCY. The proponent for this command policy is the Director, Civilian Personnel Advisory Center (CPAC), at 596-0280.

A handwritten signature in black ink, consisting of a series of loops and flourishes, is written over a large, hand-drawn oval. The signature is positioned above the printed name and title of the signatory.

ANDERS B. AADLAND
Major General, USA
Commanding

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